

Date:

September 23, 2011

To:

Penelope Townsley, Director

Department of Small Business Development

From:

Rodney McMillian

Special Project Administrator Public Works Department

Subject:

Notice of Design and Construction Project:

Joint Participation Agreement (JPA) between Miami-Dade County and the City of Miami Beach

Safety Project along Pine Tree Drive and

La Gorce Drive JPA No. 2011-0923 DEPT. BUSINESS DEV.

RECOMMENDATION

Contracts and Specifications staff has evaluated the subject project and recommends No Measure for Community Small Business Enterprise (CSBE) participation based on the procurement method utilized by the City of Miami Beach (The City), and time sensitive construction schedule; a contractor has been selected and the project awarded. The Miami-Dade County Public Works Department (The County) prepared the construction plans and the City selected its Primary Contractor through its participants on their Job Order Contract (JOC) which gives the City direct access to procure construction services. Miami-Dade County (The County) has pledged \$500,000.00 of Transit Surtax Funds for the construction of the safety improvements required for this JPA. The Public Works Department (PWD) staff checked the availability of CSBE Subcontractors and has attached the PWD Project Measure Analysis and Recommendation findings along with other supporting documents for consideration. Community Workforce Program (CWP) is not applicable to this project. PWD received a response from the Geocode System which determined that the work locations are not in a Designated Target Area (DTA). In accordance with the Department of Small Business Development's (SBD) submittal requirements, PWD staff met with SBD's Construction Manager to advise of PWD's intent.

BACKGROUND

Pine Tree Drive and La Gorce Drive are County roadways that are in need of improvements that will be constructed by the City. The County proposed and the La Gorce Pine Tree Homeowner's Association (HOA) accepted the following safety improvements as an interim measure to improve the safety of both corridors; Installing speed cushions; adding traffic signs; and, restriping both corridors.

Page 2 RC Action JPA No. 2011-0923

The HOA submitted a request to the County to convert Pine Tree Drive and La Gorce Drive from one-way to two-way traffic flow between 52nd Street and 61st Street. The HOA requested the conversion in the belief that it would improve traffic conditions and operational safety, reduce the number of accidents, and reduce speeding along the corridors.

The County conducted a study to evaluate this request. The study includes an analysis of the vehicular volume, speed, and accident data along both corridors. Based upon the results of the study, it was determined that in order to implement the two-way conversion, approximately two to four of the medians would need to be removed, existing pavement markings would require removal, and a roundabout would need to be installed at the intersection of Pine Tree Drive, La Gorce Drive and 51st Street at estimated costs of \$700,000.00. Later, construction costs increased to \$1,490,881.00 due to pavement re-grading requirements unintentionally omitted from the study. Due to lack of available funding the County could not implement the two-way conversion and developed the aforementioned concept which includes no requirement for resurfacing the road and roundabouts.

Consequently, the City received a letter from the HOA endorsing the County's proposed interim traffic plan for Pine Tree and La Gorce Drive. The County and the City have negotiated a JPA wherein the County will design and fund the project and the City will permit the project, retain a contractor to build the project, oversee the construction, and be responsible for public information and involvement.

If any additional information is needed, please call me at (305) 375-5320, or Frank Aira at (305) 375-2930.

RM/rm

Attachments (2)

C: Kelly Duncombe, SBD
Ileana Quintana, SBD
Darlene M. Fernandez, E.I., City of Miami Beach
Bassam Moubayed, PWD
Frank Aira, PWD
Javier Heredia, PWD
Eric Steinberg, PWD
Project File

<u>DEPARTMENT INPUT</u> CONSTRUCTION CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Check applicable Ordinance(s): 2 90-143 Responsible Wage and Be	nefits

PROJECT INFORMATION See attachment Contract/Project/*Work Order No.: 2011-0923 *Reference corresponding project number when submitting a work order Contract/Project Title: JPA beween Miami-Dade County and the City of Miami Beach Safety Project along Pine Tree Drive and La Gorce Drive Description/Scope of Work: See Attached Estimated Cost: 500000 Funding Source: Other (specify) Location of Project (street address or beginning and ending points) i.e. 12345 NE 23rd Ct or Starts at 135 St. ends at 145 St. Pine Tree Drive and La Gorce Drive from W 51st to W 63rd Street PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CWP) See attachment Engineer/Department or Agency's estimated required workforce for Project Work Order : Trade/Skills Required Est. # of workforce required per trade Est. # of total days to complete job Comments: Please note the estimated number of days to complete the job may not be equal to actual amount of days indicated above. PROJECT ANALYSIS FOR GOAL RECOMMENDATION (CSBE) See attachment Sub-Trade Est. Cost % of Item to Base Bid Availability \$ \$ % \$ % **RECOMMENDATION** Set-Aside: Level 1 Level 2 Level 3 Trade Set-Aside Sub-Contractor Goal Workforce Goal No Measure Basis for Recommendation: Construction time constraints, procurement method used by the City, and project awarded. The City utilized its Job Order Contracting (JOC) process and selected the awarded contractor; Cariyon Construction. Co., a certified CSBE Level 2 firm with the County's small business enterprise programs. Date submitted to DBD:09-23-11 Contact Person: Rodney McMillian or Frank Aira

C:\Review Committee Action Folder\Word Files\Review Committee Action-RC\Joint Participation Agreements-JPAs\JPA Construction\JPA Cover Memo\Miami Bch\Analysis\2011-0923-SBD Analysis-09-23-11-JH.docHarris/project analysis form Revised 1/15/03

Telephone No.:305-375-5320

Miami-Dade County Public Works Department Input Contract/Project Measure Analysis and Recommendation

То:	Penelope Townsley Department of Sma	, Director Il Business Development
From:	Rodney McMillian Special Project Adn Public Works Depar	
Date:	Friday, September 2	23, 2011
Depar	tment: Public Works	
Contra	act Type:	
Joint F	Participation Agreem	ent (JPA) – Single Trade
Projec	t No.:	
2011-0)923	
Re-su	omittal: 🗌	
	⊠No	
Contra	act/Project Title:	
	etween Miami-Dade and La Gorce Drive	County and the City of Miami Beach Safety Project along Pine Tree
Standa	ard Industrial Code (SIC):
16-Hig	hway and Street Co	nstruction
Estima	ated Project Cost (Co	ounty's Maximum Contribution):
\$500,0	00.00	
Fundir	ng Source:	
Transi	t Surtax Funds (TSF	
Bondii	ng Requirements:	Bid Bond– 5% of Base Bid Amount Performance Bond– 100% of Contract Award Amount
Matha	d of Award: IOC	

Miami-Dade County Public Works Department Input Contract/Project Measure Analysis and Recommendation

Project No.: 2011-0923

Project Title: JPA between Miami-Dade County and the City of Miami Beach Safety Project

along Pine Tree Drive and La Gorce Drive

Detailed Scope of Work:

Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the JPA.

The work required for this JPA shall include, but is not limited to, the following: Construction of safety improvements along Pine Tree Drive and La Gorce Drive, from W 51st Street to W 63rd Street which includes sequential sets of speed cushions with associated traffic signs, as well as restriping the two corridors.

Required Contractor's Certification:

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Project's Scope of Work, in one or more engineering crafts to include Paving Engineering. The Specialty Contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified.

Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been pre-qualified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this paragraph shall submit along with the Bid Documents for review and consideration, current copy (ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving Work Class.

Additional Information - Permits, Licenses, Certifications, and General Regulations

Permits that are issued by the Public Works Department, Miami-Dade County for construction within the public right-of-way, as well as additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor. County Road Construction Projects – NO PERMITS issued to sub-contractors. Except work related to Traffic Signalization, School Flashing Signals, Internally Illuminated Street Name Sign (IISNS), Street lighting, and Traffic Signal Loops which will require a separate permit issued to an Electrical Contractor to perform such work.

Miami-Dade County Public Works Department Input Contract/Project Measure Analysis and Recommendation

Project No.:	2011-0923
Project Title:	JPA between Miami-Dade County and the City of Miami Beach Safety Project along Pine Tree Drive and La Gorce Drive
Areas for po	ossible measures:
None due to	the City's procurement methods please see below Comments.
Areas recon	nmended for CSBE Subcontractor Goal:
None due to	the City's procurement methods please see below Comments.
Contract Me	easure Recommendation:
\boxtimes	No Measure
	Set-Aside:
	Level I Level III
	Trade Set-Aside(s):
	Aggregate Set-Aside
	CSBE Subcontractor Goal
	CWP: Not Applicable, Work Order locations do not appear to be in a DTA.
	 Pine Tree Drive and La Gorce Drive from W 51st Street to W 63rd Street
	DBE Subcontractor Goal

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Miami-Dade County Public Works Department Input Contract/Project Measure Analysis and Recommendation

Project No.: 2011-0923

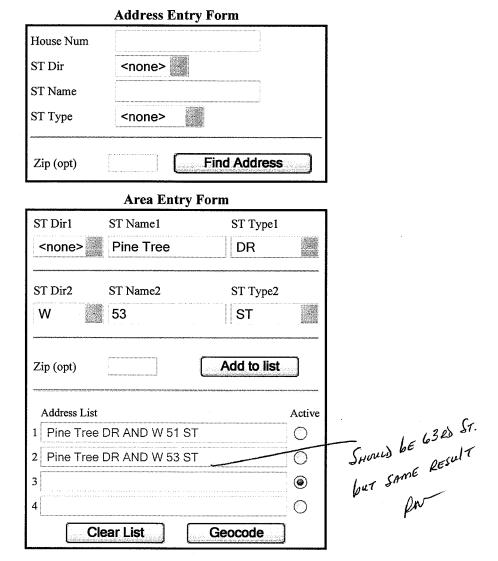
Project Title: JPA between Miami-Dade County and the City of Miami Beach Safety Project

along Pine Tree Drive and La Gorce Drive

Reason for Recommendation:

The scope of work to be performed is time sensitive. In accordance with the JPA the City is responsible for the construction work and will be utilizing its procurement procedures; and, has already procured the services of a contractor (Carivon Construction Co.). Although No Measure is recommended for CSBE participation based on the City's procurement process, PWD performed research and determined Carivon Construction Co., appears to be certified as a Level 2 Community Small Business Enterprise (CSBE) firm with the County's small business enterprise programs that will be utilized by the City to complete this construction project.

Level 2 Community Sma	I determined Carivon Construction Co all Business Enterprise (CSBE) firm v will be utilized by the City to complete	vith the County's small bu
Comments:		
None.		
CSBE Prime History of si	imilar Contracts/Projects for previous tl	nree years:
None		
Similar Projects previous	ly submitted for RC Action:	
Not Applicable		
Scope of Work History S	ummary – Subcontracting Opportunitie	s:
Areas recommended for	CSBE Goal (PWD/SBD):	
Not Applicable		
Areas used to meet subc	contractor goal (Awarded Contractor):	
Not applicable		
RPO No :	CSRF Contract Measure:	Amount achieved:



[Close]

Community Workforce Program

இGEOCODE ADDRESSES

Address 1	Pine Tree DR and W 5
Output addr	PINE TREE DR and W
XCoord	943993.3125
YCoord	543926.9375

Address 2	Pine Tree DR and W 5
Output addr	PINE TREE DR and W
XCoord	944155.8125
YCoord	544976.3125

Address 3	
Output addr	
XCoord	
YCoord	

Address 4	
Output addr	
XCoord	
YCoord	

GIS INFORMATION

Print Friendly Format

Target Urban Area	
Flag	0
Name	

Focus Area	
Flag	0
Name	,

Empowerment Zone	
Flag	0
Name	

Enterprise Zone	
Flag	0
Name	

CDBG				
Flag	0			
Name	Laura tanàna dia mandra dia mandr			
CDBG Num				

Census Information					
Flag	1				
Tract	003906,003906,				
BlockGroup	8,7,				
Population (BlockGroup)	448,1506,				

Unemployment (BlockGroup)	n/a,n/a,
PercentLow (BlockGroup)	n/a,n/a,

Commission District Information				
Flag	1			
Commissioner	Sally A. Heyman,			
Commission	4,			

Address Information

Input Address	Output Address	X Coordinate	Y Coordinate
Pine Tree DR and W 51 ST	PINE TREE DR and W 51ST ST 33140	943993.3125	543926.9375
Pine Tree DR and W 53 ST	PINE TREE DR and W 53RD ST 33140	944155.8125	544976.3125

Census Information

Tract	Block	Population	Unemployment Rate	Percent LowMod
003906	8	448	n/a	n/a
003906	7	1506	n/a	n/a

Commission District Information

Name	Number
Sally A. Heyman	4

[Please Go Back To Continue Geocoding]

JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH SAFETY PROJECT ALONG PINE TREE DRIVE AND LA GORCE DRIVE

This AGREEMENT, made and entered into this	, day of, 20	11, by and
between the CITY OF MIAMI BEACH, FLORIDA	, a municipal corporation of	the STATE
OF FLORIDA, hereinafter referred to as the "	'City", and MIAMI-DADE C	OUNTY, a
political subdivision of the STATE OF FLORIDA.	hereinafter referred to as the	e "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a safety project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of safety improvements along Pine Tree Drive and La Gorce

Drive, from W 51 Street to W 63 Street which includes sequential sets of speed

cushions with associated traffic signs, as well as restriping the two corridors; and

WHEREAS, the County wishes to utilize the resources of the City to contract and

construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

RESPONSIBILITIES OF CITY:

1.1. <u>Permits and Approvals</u>: The City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by

1.7. Construction Administration and Inspection: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or their designee, shall have final authority. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or their designee.

2. RESPONSIBILITIES OF COUNTY:

2.1. Funding Amount, Reimbursement of Project Costs: The County agrees to provide funds up to a maximum amount of \$500,000 for eligible costs, as defined herein, incurred by the City for the construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4.

2.2. <u>County Payments of Project Costs</u>: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

Funding Amount		Funding Source	County Fiscal Year of Commitment
$\sqrt{}$	\$ 500,000 (Maximum)	Transit Surtax Funds (Construction)	2011-2012

This amount represents the County's maximum participation in the Project.

The City shall be responsible for completing the Project as set forth in the Agreement. Any costs in excess of this amount and the additional amount shall be borne solely by the City.

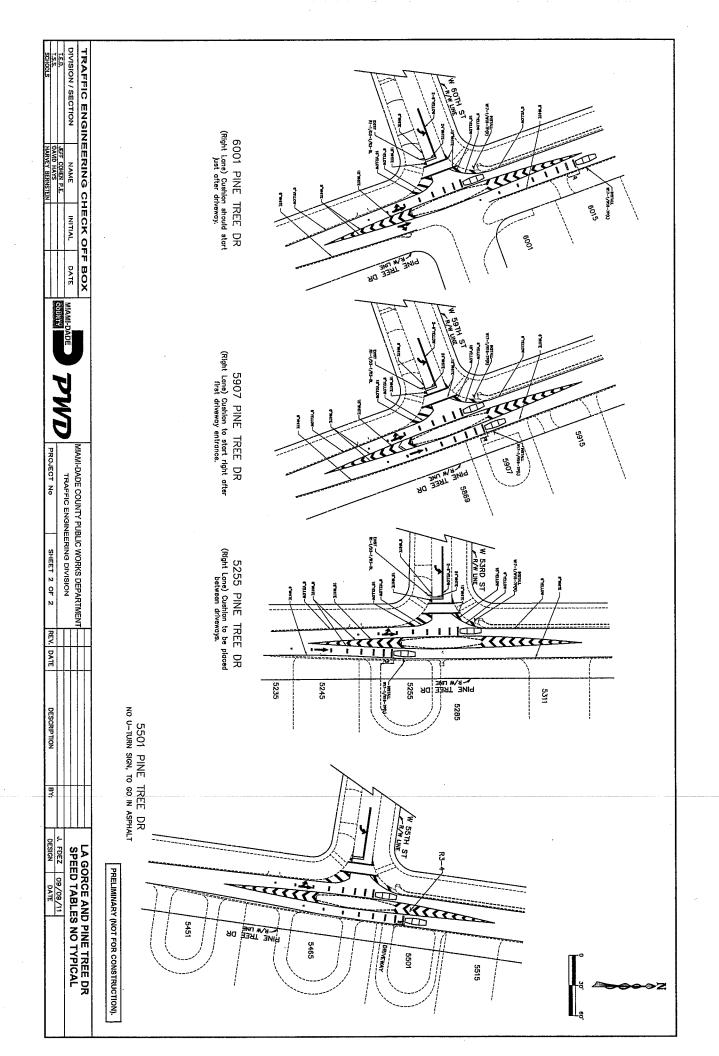
- 2.3. <u>Maintenance</u>: The County shall be solely responsible for maintenance upon construction completion of the Project.
- 3. ELIGIBLE COSTS: The parties agree that only the below identified costs that may be incurred by the City that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County roadway projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement

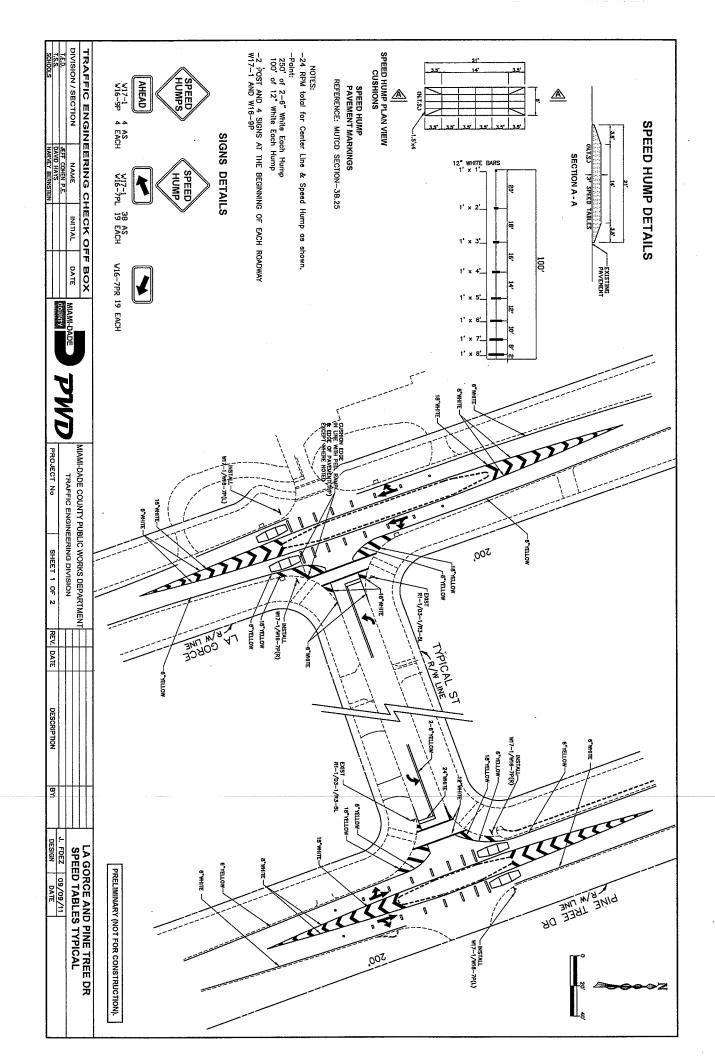
only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

- 4. SCHEDULE AND MANNER OF REIMBURSEMENTS: Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.
- 5. <u>COMPLIANCE WITH LAWS</u>: The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
- √ 6. BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT: Whenever County
 funds are used, the City agrees to comply with applicable County regulations
 including but not limited to the Community Small Business Enterprise (CSBE)
 Program, Community Business Enterprise (CBE) Program, the Community
 Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance

(Ordinance No. 90-143). Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for CWP requirements, as administered by the County's Department of Small Business Development (SBD). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

- 7. <u>CITIZENS' INDEPENDENT TRANSPORTATION TRUST APPROVAL</u>: Unless waived by action of the County, this Agreement shall only become effective upon approval by the Citizens' Independent Transportation Trust (CITT) and the Board of County Commissioners. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect.
- 8. PEOPLE'S TRANSPORTATION PLAN PROJECT SIGNAGE: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by the People's Transportation Plan, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.
- 9. <u>INDEMNIFICATION</u>: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or







Miami-Dade County Department of Small Business Development Certified CSBE Firms as of

September 21, 2011

CARIVON CONSTRUCTION CO. 01/11/1991	CARIBE UTILITIES OF FLORIDA, INC. 06/01/2005	CARIBE ELECTRICAL CONTRACTOR, INC. 07/12/1995	CARIBBEAN CONTRACTORS, INC. 05/01/2003	FIRM NAME
IVONNE MUNNE	MIGUEL CABRANES	. ELIGIO FIGUEROA	ANTONIO DIAZ	
12171 SW 131st Ave Miami, FL 33186	11110 N Kendall Dr, Suite 104 Miami, FL 33176-0000	261 W 27 St Hialeah, FL 33010	ADDRESS 6675 SW 138th Ct Miami, FL 33183-0000	
305-232-9024 305-232-9028	305-596-0141 305-596-4126	305-884-6161 305-485-9422	FAX 305-218-1062 305-385-9917	PHONE
478	11665	477	12221	
10/31/2014	06/30/2014	02/29/2012	04/30/2012	
CSBE 236115 236116 236117 236117 236210 236220	CSBE 237110 237120 237130	CSBE 238210	238910 CSBE 236115 236116 236116 236117 236118 236210 236220 2377110 238110 238120	CERTIFI
LEVEL 2 LEVEL 2 New Single-Family Housing Construction (Except Operative Builders) New Multifamily Housing Construction (Except Operative Builders) New Housing Operative Builders Residential Remodelers Industrial Building Construction Commercial And Institutional Building			238910 Site Preparation Contractors SBE LEVEL 1 236115 New Single-Family Housing Construction (Except Operative Builders) 236116 New Multifamily Housing Construction (Except Operative Builders) 236117 New Housing Operative Builders 236118 Residential Remodelers 236210 Industrial Building Construction 236220 Commercial And Institutional Building Construction 237110 Water And Sewer Line And Related Structures Construction 238110 Poured Concrete Foundation And Structure Contractors 238120 Structural Steel And Precast Concrete Contractors Site Preparation Contractors	CERTIFIED BUSINESS ENTERPRISE

final approval. You may contact the firm or SBD for approval status.

^{*}Firms with "Under Review" designations may request an expedited certification review by submitting documentation relative to their participation on an upcoming project. Contact SBD (305-375-2378) for more information.

COST ESTIMAT PROJECT NAMI					9/16/2011
PAY ITEM NO.	DESCRIPTION SIGN	UNIT	QUANTITY	UNIT COST	TOTAL COST
700-40-01		ΕΛ	42.00	£400.00	Φ7 740 00
700-40-01	ROADSIDE SIGNS (SINGLE POST & PANEL)	EA	43.00	\$180.00	\$7,740.00
	SIGN PANEL INSTALATION	EA	42.00	\$120.00	\$5,040.00
SUBTOTAL	1				12,780.00
	OTDIDING				
744 0	STRIPING	1 - 1 -	0500.00	40.50	0.050.00
711-2	SKIP TRAFFIC 6" THERMOPLASTIC WHITE	LF EA	6500.00	\$0.50	3,250.00
711-4	DIRECTIONAL ARROWS(THERMOPLASTIC)	EA	190.00	\$50.00	9,500.00
711-11-125	SOLID TRAFFIC 24" WHITE, THERMOPLASTIC	LF	380.00	\$2.40	912.00
706- 1-12	REFLECTIVE PAVEMENT MARKER PERMANENT	EA.	2,070	\$4.00	8,280.00
711 11 101	(Mono-Directional, colorless)	·	1,,,,,,,		
711-11-121	SOLID TRAFFIC STRIPE, THERMO (6"WHITE)	LF	19920.00	\$0.60	11,952.00
711-11-123	SOLID TRAFFIC STRIPE, THERMO (12"WHITE)	LF	5206.00	\$1.20	6,247.20
711-11-122	SOLID TRAFFIC STRIPE, THERMO (8" WHITE)	LF	23560.00	\$1.00	23,560.00
711-11-221	SOLID TRAFFIC STRIPE, THERMO (6" YELLOW)	LF	24480.00	\$0.60	14,688.00
711-11-224	SOLID TRAFFIC STRIPE, THERMO (18" YELLOW)	LF	2280.00	\$1.80	4,104.00
711-11-124	SOLID TRAFFIC STRIPE, THERMO (18" WHITE)	LF	9120.00	\$1.80	16,416.00
SUBTOTAL					98,909.20
SUBTOTAL	SIGN + STRIPING				111,689.20
101-1	MOBILIZATION 8%	LS	1.00	\$8,935.14	8,935.14
102-1	MOT 8%	LS	1.00	\$8,935.14	8,935.14
110-1-1	CLEARING AND GRUBBING 8%	LS	1.00	\$8,935.14	8,935.14
SUBTOTAL					138,494.61
SUBTOTAL 999-02	CONTINCENCY 409/	LS	1.00		138,494.61
	CONTINGENCY 10%	LS	1.00		13,849.46
TOTAL	SIGN + STRIPING				152,344.07
	CUSHIONS (6'X21')	EA	38.00	\$7,000.00	\$266,000.00
TOTAL	SIGN + STRIPING + CUSHIONS			CONTRACTOR	418,344.07
	RPM , SKIP WHITE LINE, SOLID 6"YELLOW AND SOLID 6"\	WHITE LINE BY	FDOT DESIGN	STANDARDS.INI	DEX NO. 17352
		-			
	The Property of States and the State				
	1	<u> </u>	1		